
By: **Montgomery County Delegation and Prince George's County
Delegation**

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CHAPTER _____

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Collective Bargaining and**
3 **Binding Arbitration**
4 **MC/PG 109-03**

5 FOR the purpose of establishing collective bargaining rights for certain employees of
6 the Washington Suburban Sanitary Commission; establishing certain
7 bargaining units; requiring the negotiation of a single contract with an employee
8 organization under certain circumstances; requiring the Commission to
9 recognize an employee organization certified as exclusive representative;
10 imposing certain requirements on a certified employee organization; providing
11 for the appointment of a labor relations administrator; ~~providing for the release~~
12 ~~of certain employee records under certain circumstances~~ requiring the labor
13 relations administrator to provide, and the Commission to post, certain notice of
14 certain elections at a certain time; requiring the labor relations administrator to
15 obtain certain employee information from the Commission under certain
16 circumstances; establishing procedures for the certification of an exclusive
17 representative; establishing procedures for resolving disputes concerning
18 eligibility of employees in bargaining units; requiring the Commission and a
19 certified employee organization to engage in good faith collective bargaining in
20 regard to certain subjects of bargaining; requiring that collective bargaining
21 between the Commission and the exclusive representative of a bargaining unit
22 for Commission employees begin not later each year than a certain date and end
23 not later than a certain date; ~~establishing a procedure for resolving a~~
24 ~~negotiability dispute~~; prohibiting certain pension and retirement benefits from
25 being subject to binding arbitration and from requiring the Commission to offer
26 more than one pension plan; requiring the Commission to engage in collective

1 bargaining with all exclusive representatives at the same time about certain
 2 pension and other retirement benefits under certain circumstances; establishing
 3 procedures requiring the appointment of a mediator-arbitrator and binding
 4 arbitration when there is an impasse; setting certain deadlines; requiring the
 5 mediator-arbitrator to take certain actions in determining a final reasonable
 6 offer; requiring the mediator-arbitrator to direct the parties to submit certain
 7 memoranda outlining previous offers and agreements and hold a nonpublic
 8 hearing to consider the proposals submitted by the parties; ~~limiting providing~~
 9 the items which the mediator-arbitrator may consider in selecting a final offer;
 10 ~~prohibiting the arbitrator from compromising or altering the final offer selected;~~
 11 providing that the parties need not ratify, but must execute, the final offer;
 12 requiring the Commission to request funds for all economic provisions of the
 13 final agreement in the Commission's final budget; requiring the parties to
 14 reopen negotiations if the county councils do not fund all provisions of the final
 15 agreement; providing for the treatment of the final offer; requiring the parties to
 16 share equally in paying the costs of arbitration; granting the Commission, a
 17 certified employee organization, and certain employees of the Commission
 18 certain rights; repealing a provision which sets a maximum increase in
 19 compensation for certain employees in the Commission budget; prohibiting
 20 certain actions; establishing unfair labor practice procedures; defining certain
 21 terms; providing for the application and construction of this Act; and generally
 22 relating to collective bargaining, binding arbitration, and labor relations
 23 matters involving the Washington Suburban Sanitary Commission.

24 BY adding to

25 Article 29 - Washington Suburban Sanitary District
 26 Section 11.5-101 through 11.5-114 to be under the new title "Title 11.5.
 27 Collective Bargaining"
 28 Annotated Code of Maryland
 29 (1997 Replacement Volume and 2002 Supplement)

30 BY repealing

31 Article 29 - Washington Suburban Sanitary District
 32 Section 1-204(g)
 33 Annotated Code of Maryland
 34 (1997 Replacement Volume and 2002 Supplement)

35 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 36 MARYLAND, That the Laws of Maryland read as follows:

37 **Article 29 - Washington Suburban Sanitary District**

38 1-204.

39 [(g) (1) The maximum increase in employee compensation in a budget
 40 adopted under this section, for both salaries and wages, including both merit
 41 increases and cost-of-living adjustments, may not exceed the increases, if any,

1 including both merit increases and cost-of-living adjustments, authorized for State
2 employees for the same fiscal year.

3 (2) This subsection does not apply to an employee who:

4 (i) Is employed under a collective bargaining agreement; or

5 (ii) Receives a base salary or annualized wage of less than \$25,000
6 per year.]

7 TITLE 11.5. COLLECTIVE BARGAINING.

8 11.5-101.

9 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

10 (B) "CONFIDENTIAL EMPLOYEE" MEANS AN EMPLOYEE WHO ASSISTS OR ACTS
11 IN A CONFIDENTIAL CAPACITY WITH RESPECT TO AN INDIVIDUAL WHO
12 FORMULATES, DETERMINES, OR IMPLEMENTS MANAGEMENT POLICIES IN THE
13 FIELD OF LABOR-MANAGEMENT RELATIONS.

14 (C) "PROBATIONARY EMPLOYEE" MEANS A COMMISSION MERIT SYSTEM
15 EMPLOYEE DURING THE EMPLOYEE'S INITIAL PROBATIONARY PERIOD AFTER
16 HIRING.

17 11.5-102.

18 (A) THE RIGHTS GRANTED TO COMMISSION MERIT SYSTEM EMPLOYEES
19 UNDER THIS SECTION DO NOT APPLY TO:

20 (1) ATTORNEYS IN THE GENERAL COUNSEL'S OFFICE;

21 (2) CONFIDENTIAL EMPLOYEES;

22 (3) PROBATIONARY EMPLOYEES;

23 (4) EMPLOYEES IN THE GENERAL MANAGER'S OFFICE;

24 (5) EMPLOYEES IN THE INTERNAL AUDIT/SECRETARY'S OFFICE; OR

25 (6) SUPERVISORS, AS DEFINED IN § 2(11) OF THE NATIONAL LABOR
26 RELATIONS ACT.

27 (B) (1) COMMISSION EMPLOYEES ARE DIVIDED INTO ~~TWO~~ FOUR
28 BARGAINING UNITS THAT CONSIST OF:

29 (I) THE OFFICE/TECHNICAL UNIT THAT INCLUDES:

30 1. OFFICE CLASSIFICATION TITLES IN WHICH EMPLOYEES
31 ARE RESPONSIBLE FOR INTERNAL AND EXTERNAL COMMUNICATIONS, RECORDING
32 AND RETRIEVING INFORMATION, AND PAPERWORK REQUIRED IN AN OFFICE;

1 11.5-103.

2 (A) THE COMMISSION SHALL RECOGNIZE THE RIGHT OF AN EMPLOYEE
3 ORGANIZATION, CERTIFIED UNDER THIS SECTION AS THE EXCLUSIVE
4 REPRESENTATIVE OF A BARGAINING UNIT, TO REPRESENT THE EMPLOYEES OF THE
5 BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF
6 GRIEVANCES.

7 (B) AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE
8 REPRESENTATIVE OF A BARGAINING UNIT SHALL:

9 (1) SERVE AS THE SOLE BARGAINING AGENT FOR THE UNIT IN
10 COLLECTIVE BARGAINING; AND

11 (2) REPRESENT ALL EMPLOYEES IN THE BARGAINING UNIT FAIRLY,
12 WITHOUT DISCRIMINATION, AND WITHOUT REGARD TO WHETHER AN EMPLOYEE IS
13 A MEMBER OF THE EMPLOYEE ORGANIZATION.

14 (C) AN EMPLOYEE ORGANIZATION MEETS THE REQUIREMENTS OF
15 SUBSECTION (B)(2) OF THIS SECTION AS LONG AS ITS ACTIONS WITH RESPECT TO
16 EMPLOYEES WHO ARE MEMBERS OF THE EMPLOYEE ORGANIZATION AND
17 EMPLOYEES WHO ARE NOT MEMBERS OF THE EMPLOYEE ORGANIZATION ARE NOT
18 ARBITRARY, DISCRIMINATORY, OR IN BAD FAITH.

19 11.5-104.

20 (A) AFTER A PUBLIC HEARING, THE COMMISSION SHALL APPOINT AN
21 EXPERIENCED NEUTRAL THIRD PARTY TO SERVE AS LABOR RELATIONS
22 ADMINISTRATOR FOR 1 YEAR.

23 (B) (1) AFTER THE TERM FOR THE LABOR RELATIONS ADMINISTRATOR
24 APPOINTED UNDER SUBSECTION (A) OF THIS SECTION EXPIRES, THE EXCLUSIVE
25 REPRESENTATIVE OR REPRESENTATIVES AND THE COMMISSION SHALL JOINTLY
26 APPOINT, FROM A LIST OF FIVE NOMINEES ON WHOM THEY HAVE AGREED, A LABOR
27 RELATIONS ADMINISTRATOR ~~FOR A TERM OF 5 YEARS.~~

28 (2) IF AN EXCLUSIVE REPRESENTATIVE AND THE COMMISSION ARE
29 UNABLE TO JOINTLY AGREE ON A LIST OF FIVE NOMINEES OR ARE UNABLE TO
30 JOINTLY APPOINT A LABOR RELATIONS ADMINISTRATOR FROM THE LIST, THE
31 COMMISSION SHALL REQUEST FROM THE AMERICAN ARBITRATION ASSOCIATION A
32 LIST OF 15 CANDIDATES LOCATED IN MARYLAND OR THE WASHINGTON, D.C.
33 METROPOLITAN AREA.

34 (3) THE COMMISSION AND THE EXCLUSIVE REPRESENTATIVE OR
35 REPRESENTATIVES SHALL SELECT THE LABOR RELATIONS ADMINISTRATOR BY
36 EACH OF THE PARTIES STRIKING ONE NAME FROM THE LIST UNTIL THE LAST NAME
37 REMAINS.

38 (4) A RANDOM DRAWING SHALL DETERMINE THE ORDER IN WHICH THE
39 PARTIES SHALL STRIKE NAMES.

1 (5) THE LABOR RELATIONS ADMINISTRATOR SHALL BE APPOINTED FOR
2 A TERM OF 3 YEARS.

3 (C) AFTER THE TERM FOR THE LABOR RELATIONS ADMINISTRATOR
4 APPOINTED UNDER SUBSECTION (A) OF THIS SECTION EXPIRES AND AFTER A PUBLIC
5 HEARING ON THE APPOINTMENT, IF NO EXCLUSIVE REPRESENTATIVE HAS BEEN
6 CERTIFIED UNDER THIS SECTION, THE COMMISSION SHALL APPOINT THE NEXT
7 LABOR RELATIONS ADMINISTRATOR FOR A TERM NOT EXCEEDING 1 YEAR.

8 (D) A LABOR RELATIONS ADMINISTRATOR IS ELIGIBLE FOR REAPPOINTMENT.
9 11.5-105.

10 (A) AN EMPLOYEE ORGANIZATION THAT IS CERTIFIED OR THAT SEEKS
11 CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE UNDER THIS SECTION SHALL
12 SUBMIT TO THE LABOR RELATIONS ADMINISTRATOR:

13 (1) A COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION AND
14 BYLAWS; AND

15 (2) ANY SUBSEQUENT CHANGE IN THE EMPLOYEE ORGANIZATIONS
16 CONSTITUTION OR BYLAWS.

17 (B) THE CONSTITUTION OR BYLAWS SHALL INCLUDE:

18 (1) A PLEDGE THAT THE EMPLOYEE ORGANIZATION ACCEPT MEMBERS
19 WITHOUT REGARD TO AGE, MARITAL STATUS, NATIONAL ORIGIN, RACE, RELIGION,
20 DISABILITY, SEXUAL ORIENTATION, OR GENDER;

21 (2) THE RIGHT OF MEMBERS TO PARTICIPATE IN THE AFFAIRS OF THE
22 EMPLOYEE ORGANIZATION;

23 (3) PROCEDURES FOR PERIODIC ELECTIONS FOR OFFICERS BY SECRET
24 BALLOT;

25 (4) FAIR PROCEDURES GOVERNING DISCIPLINARY ACTIONS;

26 (5) PROCEDURES FOR THE ACCURATE ACCOUNTING OF ALL INCOME
27 AND EXPENDITURES;

28 (6) A REQUIREMENT THAT AN INDEPENDENT ANNUAL FINANCIAL
29 REPORT BE PRODUCED; AND

30 (7) THE RIGHT OF MEMBERS TO INSPECT THE ORGANIZATION'S
31 ACCOUNTS.

32 11.5-106.

33 (A) (1) THE LABOR RELATIONS ADMINISTRATOR SHALL CONDUCT AN
34 ELECTION FOR AN EXCLUSIVE REPRESENTATIVE AFTER:

1 (I) AN EMPLOYEE ORGANIZATION DEMONSTRATES, BY PETITION,
2 THAT AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN A BARGAINING UNIT SUPPORT
3 REPRESENTATION BY AN EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE
4 BARGAINING; OR

5 (II) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION
6 DEMONSTRATES, BY PETITION, THAT AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN
7 A BARGAINING UNIT NO LONGER SUPPORT THE CURRENT EXCLUSIVE
8 REPRESENTATIVE.

9 ~~(2) (I) AT LEAST 30 DAYS BEFORE AN ELECTION UNDER PARAGRAPH~~
10 ~~(4) OF THIS SUBSECTION, THE LABOR RELATIONS ADMINISTRATOR SHALL OBTAIN~~
11 ~~FROM THE COMMISSION AND PROVIDE TO THE EMPLOYEE ORGANIZATION A LIST OF~~
12 ~~THE NAMES, HOME ADDRESSES, AND TELEPHONE NUMBERS OF EVERY EMPLOYEE~~
13 ~~IN THE BARGAINING UNIT.~~

14 ~~(II) THE PROVISION OF A LIST UNDER THIS PARAGRAPH BY THE~~
15 ~~COMMISSION, THE LABOR RELATIONS ADMINISTRATOR, OR ANY COMMISSION~~
16 ~~OFFICIAL, EMPLOYEE, OR OTHER AGENT DOES NOT CONSTITUTE A VIOLATION OF §~~
17 ~~10-617(E) OF THE STATE GOVERNMENT ARTICLE OR ANY STATE OR LOCAL LAW,~~
18 ~~REGULATION, OR ORDINANCE.~~

19 (2) AT LEAST 45 DAYS BEFORE AN ELECTION, THE LABOR RELATIONS
20 ADMINISTRATOR SHALL PROVIDE, AND THE COMMISSION SHALL POST, IN
21 CONSPICUOUS PLACES IN THE COMMISSION'S FACILITIES, A NOTICE OF THE
22 UPCOMING ELECTION. THE NOTICE SHALL CONTAIN:

23 (I) THE DATE, TIME, AND PLACE OF THE ELECTION;

24 (II) A DESCRIPTION OF WHICH EMPLOYEES ARE ELIGIBLE TO VOTE
25 IN THE ELECTION;

26 (III) NOTIFICATION THAT A LIST OF THE NAMES AND ADDRESSES
27 OF EMPLOYEES ELIGIBLE TO VOTE WILL BE PROVIDED TO THE PARTICIPATING
28 EMPLOYEE ORGANIZATIONS WITH INSTRUCTIONS ON HOW EMPLOYEES CAN
29 REMOVE THEIR ADDRESSES FROM THE LIST IN ACCORDANCE WITH PARAGRAPH
30 (3)(II) OF THIS SUBSECTION; AND

31 (IV) ANY OTHER PERTINENT INFORMATION THAT, IN THE
32 JUDGMENT OF THE LABOR RELATIONS ADMINISTRATOR, IS APPROPRIATE TO
33 CONVEY TO COMMISSION EMPLOYEES.

34 (3) (I) AT LEAST 45 DAYS BEFORE AN ELECTION, THE LABOR
35 RELATIONS ADMINISTRATOR SHALL OBTAIN FROM THE COMMISSION THE ELIGIBLE
36 EMPLOYEE VOTING LIST, WHICH INCLUDES THE NAMES AND HOME ADDRESSES OF
37 EVERY EMPLOYEE IN THE BARGAINING UNIT.

38 (II) COMMISSION EMPLOYEES MAY HAVE THEIR ADDRESSES
39 REDACTED FROM THE ELIGIBLE EMPLOYEE VOTING LIST BY INDIVIDUALLY
40 NOTIFYING THE LABOR RELATIONS ADMINISTRATOR IN WRITING WITHIN 15 DAYS OF

1 THE POSTING AFTER THE NOTICE REQUIRED IN PARAGRAPH (2) OF THIS
2 SUBSECTION.

3 (III) AT THE CONCLUSION OF THE 15-DAY PERIOD, THE LABOR
4 RELATIONS ADMINISTRATOR SHALL PROVIDE THE REDACTED ELIGIBLE EMPLOYEE
5 VOTING LIST TO THE EMPLOYEE ORGANIZATION.

6 (IV) THE PROVISION OF THE ELIGIBLE EMPLOYEE VOTING LIST
7 UNDER THIS PARAGRAPH BY THE COMMISSION, LABOR RELATIONS ADMINISTRATOR,
8 OR ANY COMMISSION OFFICIAL, EMPLOYEE, OR OTHER AGENT DOES NOT
9 CONSTITUTE A VIOLATION OF § 10-617(E) OF THE STATE GOVERNMENT ARTICLE OR
10 ANY STATE OR LOCAL LAW, REGULATION, OR ORDINANCE.

11 ~~(3)~~ (4) ELECTIONS SHALL BE CONDUCTED BY SECRET BALLOT.

12 ~~(4)~~ (5) THE BALLOT SHALL CONTAIN:

13 (I) THE NAME OF EACH EMPLOYEE ORGANIZATION THAT SUBMITS
14 A VALID PETITION REQUIRING AN ELECTION;

15 (II) THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION
16 SUPPORTED BY A PETITION SIGNED BY AT LEAST 10% OF THE ELIGIBLE EMPLOYEES
17 IN THE BARGAINING UNIT; AND

18 (III) AN OPTION FOR NO REPRESENTATION.

19 ~~(5)~~ (6) (I) IF NONE OF THE CHOICES ON THE BALLOT RECEIVES A
20 MAJORITY OF THE VOTES CAST, THE LABOR RELATIONS ADMINISTRATOR SHALL
21 HOLD A RUNOFF ELECTION.

22 (II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE
23 TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL
24 ELECTION.

25 ~~(6)~~ (7) AFTER THE ELECTION, THE LABOR RELATIONS
26 ADMINISTRATOR SHALL CERTIFY THE EMPLOYEE ORGANIZATION THAT RECEIVED A
27 MAJORITY OF THE VOTES CAST AS THE EXCLUSIVE REPRESENTATIVE.

28 ~~(7)~~ (8) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL
29 SHARE EQUALLY THE COSTS OF THE ELECTION.

30 (B) (1) ELECTIONS MAY NOT BE CONDUCTED:

31 (I) WITHIN 1 YEAR AFTER THE DATE OF A VALID INITIAL ELECTION
32 UNDER THIS SECTION; OR

33 (II) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,
34 DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT.

1 (2) DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT, A
2 PETITION FOR AN ELECTION MAY BE FILED ONLY DURING NOVEMBER OF THE
3 FISCAL YEAR IN WHICH THE AGREEMENT EXPIRES.

4 11.5-107.

5 (A) IF THE COMMISSION AND AN EMPLOYEE ORGANIZATION DISPUTE THE
6 ELIGIBILITY OF AN EMPLOYEE IN A BARGAINING UNIT, THE DISPUTE SHALL BE
7 SUBMITTED TO THE LABOR RELATIONS ADMINISTRATOR.

8 (B) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD ONE OR MORE
9 EVIDENTIARY HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE
10 ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY,
11 DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

12 (C) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL.

13 (D) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE
14 EQUALLY THE COSTS OF THE HEARINGS.

15 11.5-108.

16 (A) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS
17 EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE
18 BARGAINING IN GOOD FAITH WITH REGARD TO THE FOLLOWING SUBJECTS OF
19 BARGAINING:

20 (I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF THE
21 INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO MERIT
22 INCREMENTS AND CASH AWARDS;

23 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE
24 EMPLOYEES;

25 (III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS,
26 AND VACATIONS;

27 (IV) HOURS AND WORKING CONDITIONS;

28 (V) PROVISIONS FOR THE ORDERLY PROCESSING AND
29 SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND
30 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

31 1. BINDING THIRD PARTY ARBITRATION; AND

32 2. PROVISIONS FOR THE EXCLUSIVITY OF FORUM;

33 (VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF
34 EMPLOYEES; AND

1 (VII) THE EFFECT ON EMPLOYEES OF THE EXERCISE OF THE
2 COMMISSION'S RIGHTS AND RESPONSIBILITIES UNDER § 11.5-110 OF THIS TITLE.

3 (2) THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE
4 EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY
5 CONCESSION.

6 (3) (I) 1. COLLECTIVE BARGAINING SHALL NOT BEGIN LATER
7 THAN SEPTEMBER 1 BEFORE THE BEGINNING OF A FISCAL YEAR FOR WHICH AN
8 AGREEMENT HAS NOT BEEN REACHED BETWEEN THE COMMISSION AND THE
9 CERTIFIED REPRESENTATIVE.

10 2. COLLECTIVE BARGAINING SHALL FINISH ON OR BEFORE
11 THE FOLLOWING FEBRUARY 1.

12 (II) DURING THE PERIOD SET IN SUBPARAGRAPH (I)1 OF THIS
13 PARAGRAPH, THE PARTIES SHALL NEGOTIATE IN GOOD FAITH.

14 (4) SALARIES AND WAGES SHALL BE UNIFORM FOR ALL EMPLOYEES IN
15 THE SAME CLASSIFICATION.

16 (5) (⊕) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHARE
17 THE COSTS OF BINDING ARBITRATION EQUALLY.

18 (⊖) ~~THE ARBITRATOR HAS NO AUTHORITY TO AMEND, ADD TO, OR~~
19 ~~SUBTRACT FROM THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT.~~

20 (B) (1) ~~IF A PARTY CONSIDERS A BARGAINING PROPOSAL TO CONTRAVENE~~
21 ~~THE RIGHTS AND RESPONSIBILITIES OF THE COMMISSION UNDER § 11.5-111(C) OF~~
22 ~~THIS TITLE OR OTHERWISE TO VIOLATE THIS SECTION, THE PARTY SHALL PETITION~~
23 ~~THE LABOR RELATIONS ADMINISTRATOR TO DETERMINE WHETHER THE~~
24 ~~BARGAINING PROPOSAL CONSTITUTES A NEGOTIABILITY DISPUTE THAT~~
25 ~~CONTRAVENES THIS SECTION.~~

26 (2) ~~THE PROCEDURE FOR RESOLVING A NEGOTIABILITY DISPUTE SHALL~~
27 ~~FOLLOW THE PROCESS FOR REVIEWING UNFAIR LABOR PRACTICE CHARGES, EXCEPT~~
28 ~~THAT THE LABOR RELATIONS ADMINISTRATOR MAY SHORTEN THE TIME PERIODS OR~~
29 ~~ORDER ANY EXPEDITED PROCEDURE APPROPRIATE UNDER THE CIRCUMSTANCES.~~

30 (3) ~~THE LABOR RELATIONS ADMINISTRATOR MAY ORDER A PARTY TO~~
31 ~~WITHDRAW ALL OR PART OF A BARGAINING PROPOSAL THAT CONTRAVENES THIS~~
32 ~~SECTION.~~

33 (4) ~~UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY,~~
34 ~~CAPRICIOUS, OR EXCEEDING THE AUTHORITY OF A PARTY, ANY DECISION OR ORDER~~
35 ~~REACHED UNDER THIS SUBSECTION IS FINAL.~~

36 (6) (I) NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE,
37 PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE EMPLOYEES MAY NOT BE
38 SUBJECT TO BINDING ARBITRATION.

1 (II) COLLECTIVE BARGAINING ABOUT PENSION AND OTHER
2 RETIREMENT BENEFITS FOR ACTIVE EMPLOYEES UNDER THIS SECTION MAY NOT
3 REQUIRE THE WSSC TO OFFER MORE THAN ONE PENSION PLAN TO ITS EMPLOYEES.

4 (III) IF MORE THAN ONE EMPLOYEE ORGANIZATION IS CERTIFIED
5 AS AN EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT, THEN THE WSSC
6 SHALL ENGAGE IN COLLECTIVE BARGAINING WITH ALL EXCLUSIVE
7 REPRESENTATIVES AT THE SAME TIME ABOUT THE TERMS OF PENSION AND OTHER
8 RETIREMENT BENEFITS FOR ACTIVE EMPLOYEES.

9 ~~(C)~~ (B) (1) (I) IF THE PARTIES HAVE NOT REACHED AN AGREEMENT ON
10 OR BEFORE DECEMBER 1 ON A COLLECTIVE BARGAINING AGREEMENT THAT WOULD
11 BECOME EFFECTIVE THE FOLLOWING JULY 1, THE PARTIES SHALL JOINTLY APPOINT
12 A MEDIATOR-ARBITRATOR.

13 (II) IF THE PARTIES ARE UNABLE TO AGREE ON A
14 MEDIATOR-ARBITRATOR, THE LABOR RELATIONS ADMINISTRATOR SHALL NAME THE
15 MEDIATOR-ARBITRATOR ON OR BEFORE DECEMBER 7.

16 (III) NOTWITHSTANDING APPOINTMENT OF THE
17 MEDIATOR-ARBITRATOR, NOTHING IN THIS SUBSECTION SHALL REQUIRE
18 COMMENCEMENT OF MEDIATION-ARBITRATION BEFORE THE DATE STATED IN
19 PARAGRAPH (3) OF THIS SUBSECTION.

20 (2) DURING THE COURSE OF THE COLLECTIVE BARGAINING EITHER
21 PARTY MAY DECLARE AN IMPASSE AND REQUEST THE SERVICES OF THE
22 MEDIATOR-ARBITRATOR, OR THE PARTIES MAY JOINTLY REQUEST THE SERVICES OF
23 A MEDIATOR-ARBITRATOR BEFORE AN IMPASSE IS DECLARED.

24 (3) IF THE MEDIATOR-ARBITRATOR FINDS IN THE
25 MEDIATOR-ARBITRATOR'S SOLE DISCRETION THAT THE PARTIES ARE AT A BONA
26 FIDE IMPASSE OR ON FEBRUARY 1, WHICHEVER OCCURS EARLIER, THE
27 MEDIATOR-ARBITRATOR SHALL DIRECT THE PARTIES TO SUBMIT:

28 (I) A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH THE
29 PARTIES PREVIOUSLY AGREED; AND

30 (II) A SEPARATE MEMORANDUM OF THE PARTY'S LAST FINAL
31 OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE PARTIES DID
32 NOT PREVIOUSLY AGREE.

33 (4) (I) ON OR BEFORE FEBRUARY 10, THE MEDIATOR-ARBITRATOR
34 SHALL HOLD A NONPUBLIC HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE,
35 AND PLACE SELECTED BY THE MEDIATOR-ARBITRATOR.

36 (II) EACH PARTY SHALL SUBMIT EVIDENCE OR MAKE ORAL AND
37 WRITTEN ARGUMENT IN SUPPORT OF THE PARTY'S LAST FINAL OFFER.

38 (III) THE MEDIATOR-ARBITRATOR MAY NOT OPEN THE HEARING TO
39 A PERSON WHO IS NOT A PARTY TO THE MEDIATION-ARBITRATION.

1 (5) (I) ON OR BEFORE FEBRUARY 15, THE MEDIATOR-ARBITRATOR
 2 SHALL ISSUE A REPORT ~~SELECTING BETWEEN THE FINAL OFFERS SUBMITTED BY~~
 3 ~~THE PARTIES THAT THE MEDIATOR-ARBITRATOR DETERMINES TO BE MORE~~
 4 ~~REASONABLE, VIEWED AS A WHOLE THAT RESOLVES ALL ITEMS THAT THE PARTIES~~
 5 ~~HAVE NOT AGREED UPON PREVIOUSLY.~~

6 (II) IN ~~DETERMINING THE MORE REASONABLE OFFER RESOLVING~~
 7 ~~THE ITEMS NOT PREVIOUSLY AGREED UPON,~~ THE MEDIATOR-ARBITRATOR MAY
 8 CONSIDER ~~ONLY~~ THE FOLLOWING FACTORS:

9 1. PAST COLLECTIVE BARGAINING CONTRACTS BETWEEN
 10 THE PARTIES, INCLUDING THE PAST BARGAINING HISTORY THAT LED TO THE
 11 AGREEMENT OR THE PRE-COLLECTIVE BARGAINING HISTORY OF EMPLOYEE WAGES,
 12 HOURS, BENEFITS, AND OTHER WORKING CONDITIONS;

13 2. A COMPARISON OF WAGES, HOURS, BENEFITS, AND
 14 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF OTHER PUBLIC
 15 EMPLOYERS IN THE WASHINGTON METROPOLITAN AREA AND IN THE STATE;

16 3. A COMPARISON OF WAGES, HOURS, BENEFITS, AND
 17 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF PRIVATE EMPLOYERS IN
 18 MONTGOMERY COUNTY AND IN PRINCE GEORGE'S COUNTY;

19 4. THE PUBLIC INTEREST AND WELFARE;

20 5. THE ABILITY OF THE EMPLOYER TO FINANCE ANY
 21 ECONOMIC ADJUSTMENTS REQUIRED UNDER THE PROPOSED AGREEMENT;

22 6. THE EFFECTS OF ANY ECONOMIC ADJUSTMENTS ON THE
 23 STANDARD OF PUBLIC SERVICES NORMALLY PROVIDED BY THE EMPLOYER; AND

24 7. THE ANNUAL INCREASE OR DECREASE IN CONSUMER
 25 PRICES FOR ALL ITEMS AS REFLECTED IN THE MOST RECENT CONSUMER PRICE
 26 INDEX - WAGE EARNERS AND CLERICAL WORKERS ("CPI-W") FOR THE
 27 WASHINGTON-BALTIMORE METROPOLITAN AREA.

28 (III) IN ~~DETERMINING THE MOST REASONABLE OFFER RESOLVING~~
 29 ~~THE ITEMS NOT PREVIOUSLY AGREED UPON,~~ THE MEDIATOR-ARBITRATOR SHALL
 30 CONSIDER TO BE INTEGRATED WITH EACH OFFER ALL ITEMS ON WHICH THE
 31 PARTIES AGREED BEFORE THE MEDIATION-ARBITRATION BEGAN.

32 (IV) ~~THE MEDIATOR-ARBITRATOR MAY NOT RECEIVE OR CONSIDER~~
 33 ~~THE HISTORY OF COLLECTIVE BARGAINING RELATING TO THE IMMEDIATE DISPUTE,~~
 34 ~~INCLUDING ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE OFFER~~
 35 ~~SUBMITTED TO THE MEDIATOR-ARBITRATOR.~~

36 (6) ~~THE MEDIATOR-ARBITRATOR MAY NOT COMPROMISE OR ALTER THE~~
 37 ~~FINAL OFFER THAT THE MEDIATOR-ARBITRATOR SELECTS.~~

1 (2) UNLESS THE MONTGOMERY COUNTY AND PRINCE GEORGE'S
2 COUNTY COUNCILS APPROVE THE COMMISSION'S BUDGET SO AS TO APPROVE THE
3 TERMS OF THE COLLECTIVE BARGAINING AGREEMENT, THE COMMISSION AND THE
4 EMPLOYEE ORGANIZATION, WITHIN 5 DAYS AFTER THE JOINT COUNTY COUNCIL
5 MEETING, SHALL REOPEN THE NEGOTIATED AGREEMENT AND BARGAIN WITH
6 RESPECT TO THE PROVISIONS OF THE AGREEMENT NOT APPROVED BY THE COUNTY
7 COUNCILS.

8 (B) IF A PROVISION IN A COLLECTIVE BARGAINING AGREEMENT IS RULED
9 INVALID OR IS NOT FUNDED BY MONTGOMERY COUNTY OR PRINCE GEORGE'S
10 COUNTY, THE REMAINDER OF THE AGREEMENT REMAINS IN EFFECT UNLESS
11 REOPENED UNDER SUBSECTION (A)(2) OF THIS SECTION.

12 11.5-110.

13 (A) THIS TITLE AND ANY AGREEMENT MADE UNDER IT MAY NOT IMPAIR THE
14 RIGHT AND RESPONSIBILITY OF THE COMMISSION TO:

15 (1) DETERMINE THE OVERALL BUDGET AND MISSION OF THE
16 COMMISSION;

17 (2) MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF
18 OPERATIONS;

19 (3) DETERMINE THE SERVICES TO BE RENDERED AND THE OPERATIONS
20 TO BE PERFORMED;

21 (4) DETERMINE THE LOCATION OF FACILITIES AND THE OVERALL
22 ORGANIZATIONAL STRUCTURE, METHODS, PROCESSES, MEANS, JOB
23 CLASSIFICATIONS, AND PERSONNEL BY WHICH OPERATIONS ARE TO BE
24 CONDUCTED;

25 (5) DIRECT AND SUPERVISE EMPLOYEES;

26 (6) HIRE, SELECT, AND ESTABLISH THE STANDARDS GOVERNING
27 PROMOTION OF EMPLOYEES, AND CLASSIFY POSITIONS;

28 (7) RELIEVE EMPLOYEES FROM DUTIES BECAUSE OF LACK OF WORK OR
29 FUNDS OR WHEN THE COMMISSION DETERMINES CONTINUED WORK WOULD BE
30 INEFFICIENT OR NONPRODUCTIVE;

31 (8) TAKE ACTIONS TO CARRY OUT THE MISSIONS OF GOVERNMENT IN
32 SITUATIONS OF EMERGENCY;

33 (9) TRANSFER AND SCHEDULE EMPLOYEES;

34 (10) DETERMINE THE SIZE, GRADES, AND COMPOSITION OF THE
35 WORKFORCE;

36 (11) SET THE STANDARDS OF PRODUCTIVITY AND TECHNOLOGY;

1 (12) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS AND EVALUATE
2 AND ASSIGN EMPLOYEES, EXCEPT THAT EVALUATION AND ASSIGNMENT
3 PROCEDURES MAY BE A SUBJECT FOR COLLECTIVE BARGAINING;

4 (13) MAKE AND IMPLEMENT SYSTEMS FOR AWARDING OUTSTANDING
5 SERVICE INCREMENTS, EXTRAORDINARY PERFORMANCE AWARDS, AND OTHER
6 MERIT AWARDS;

7 (14) INTRODUCE NEW OR IMPROVED TECHNOLOGY, RESEARCH,
8 DEVELOPMENT, AND SERVICES;

9 (15) CONTROL AND REGULATE THE USE OF MACHINERY, EQUIPMENT,
10 AND OTHER PROPERTY AND FACILITIES OF THE COMMISSION, SUBJECT TO THE
11 PROVISIONS OF SUBSECTION (J)(1)(VI) OF THIS SECTION;

12 (16) MAINTAIN INTERNAL SECURITY STANDARDS;

13 (17) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, CREATE, ALTER,
14 COMBINE, CONTRACT OUT, OR ABOLISH ANY JOB CLASSIFICATION, DEPARTMENT,
15 OPERATION, UNIT, OR OTHER DIVISION OR SERVICE;

16 (18) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE EMPLOYEES FOR
17 CAUSE, SUBJECT TO THE GRIEVANCE PROCEDURE STATED IN THE COLLECTIVE
18 BARGAINING AGREEMENT; AND

19 (19) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS
20 NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SUBSECTION AND ALL OTHER
21 MANAGERIAL FUNCTIONS THAT ARE NOT INCONSISTENT WITH THIS ARTICLE,
22 FEDERAL OR STATE LAW, OR THE TERMS OF A COLLECTIVE BARGAINING
23 AGREEMENT.

24 (B) THE COMMISSION MAY NOT:

25 (1) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN THE
26 EXERCISE OF RIGHTS UNDER THIS SECTION;

27 (2) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,
28 ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION OR
29 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE
30 ORGANIZATION;

31 (3) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN ANY EMPLOYEE
32 ORGANIZATION BY DISCRIMINATING AGAINST THE EMPLOYEE THROUGH HIRING,
33 TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT;

34 (4) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE
35 THE EMPLOYEE HAS SIGNED OR FILED AN AFFIDAVIT, PETITION, OR COMPLAINT OR
36 GIVEN ANY INFORMATION OR TESTIMONY UNDER THIS SECTION; OR

1 (5) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE
2 ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A
3 BARGAINING UNIT OVER ANY SUBJECT OF BARGAINING OR REFUSE TO PARTICIPATE
4 IN GOOD FAITH IN BINDING ARBITRATION OR GRIEVANCE PROCEDURE UNDER THIS
5 SECTION.

6 (C) THE COMMISSIONER MAY NOT CONTRACT OUT WORK THAT WILL
7 DISPLACE EMPLOYEES UNLESS THE COMMISSION GIVES WRITTEN NOTICE TO THE
8 CERTIFIED REPRESENTATIVE AT LEAST 90 DAYS BEFORE SIGNING THE CONTRACT
9 OR WITHIN A DIFFERENT PERIOD OF TIME AS AGREED BY THE PARTIES.

10 (D) SUBSECTION (B)(2) OF THIS SECTION DOES NOT PROHIBIT THE
11 COMMISSION FROM ALLOWING EMPLOYEES TO NEGOTIATE OR TO CONFER WITH
12 THE COMMISSION OVER LABOR MATTERS DURING WORK HOURS WITHOUT THE LOSS
13 OF PAY OR TIME.

14 11.5-111.

15 (A) AN EMPLOYEE ORGANIZATION MAY NOT:

16 (1) INTERFERE WITH, RESTRAIN, OR COERCE ANY EMPLOYEE IN THE
17 EXERCISE BY THE EMPLOYEE OF ANY RIGHT UNDER THIS SECTION;

18 (2) CAUSE OR ATTEMPT TO CAUSE THE COMMISSION TO DISCRIMINATE
19 AGAINST ANY EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF ANY RIGHT
20 UNDER THIS SECTION;

21 (3) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER OF
22 AN EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;

23 (4) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER OF
24 AN EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER'S
25 WORK PERFORMANCE;

26 (5) REFUSE TO NEGOTIATE IN GOOD FAITH WITH THE COMMISSION AS
27 REQUIRED BY THIS SECTION; OR

28 (6) FAIL OR REFUSE TO COOPERATE IN IMPASSE PROCEDURES AND
29 IMPASSE DECISIONS AS REQUIRED BY THIS SECTION.

30 (B) ONLY AN ELIGIBLE EMPLOYEE MAY FILE AN UNFAIR LABOR CHARGE
31 AGAINST AN EMPLOYEE ORGANIZATION FOR A VIOLATION OF SUBSECTION (A)(3) OR
32 (4) OF THIS SECTION.

33 (C) (1) EMPLOYEES OF THE COMMISSION SHALL RETAIN THE RIGHT TO:

34 (I) FORM, JOIN, OR ASSIST ANY EMPLOYEE ORGANIZATION;

35 (II) BARGAIN COLLECTIVELY THROUGH THE REPRESENTATIVE
36 THAT THEY HAVE CHOSEN;

1 (III) ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITIES FOR THE
2 PURPOSE OF COLLECTIVE BARGAINING; OR

3 (IV) REFRAIN FROM ANY ACTIVITY COVERED UNDER THIS
4 PARAGRAPH.

5 (2) AN EMPLOYEE MAY ONLY PRESENT A GRIEVANCE ARISING UNDER A
6 COLLECTIVE BARGAINING AGREEMENT TO THE COMMISSION THROUGH THE
7 EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR
8 THE BARGAINING UNIT.

9 (3) (I) AN EMPLOYEE WHO IS A MEMBER OF A BARGAINING UNIT
10 WITH AN EXCLUSIVE REPRESENTATIVE MAY DISCUSS ANY MATTER WITH THE
11 GENERAL MANAGER OF THE WSSC OR THE GENERAL MANAGER'S DESIGNEE.

12 (II) THE WSSC MAY NOT ALTER ANY TERMS OR CONDITIONS OF
13 EMPLOYMENT THAT ARE SUBJECT TO COLLECTIVE BARGAINING UNDER § 11.5-108
14 WITHOUT FOLLOWING THE PROCESS FOR COLLECTIVE BARGAINING UNDER THIS
15 SUBTITLE.

16 11.5-112.

17 (A) IN THIS SECTION, "STRIKE" MEANS THE REFUSAL OF AN EMPLOYEE, IN
18 CONCERTED ACTION WITH OTHERS, TO REPORT TO WORK, TO STOP OR SLOW DOWN
19 WORK, OR TO ABSTAIN IN WHOLE OR IN PART FROM THE FULL, FAITHFUL, AND
20 PROPER PERFORMANCE OF DUTIES WHERE THE OBJECT IS TO INDUCE, INFLUENCE,
21 OR COERCE A CHANGE IN THE TERMS, CONDITIONS, RIGHTS, OR PRIVILEGES OF
22 EMPLOYMENT.

23 (B) A COMMISSION EMPLOYEE, GROUP OF COMMISSION EMPLOYEES, OR
24 EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, OR RATIFY A
25 STRIKE BY COMMISSION EMPLOYEES.

26 (C) IF A STRIKE OCCURS, ON REQUEST OF THE COMMISSION, A COURT OF
27 COMPETENT JURISDICTION MAY ENJOIN THE STRIKE.

28 (D) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE
29 COMMISSION WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.

30 (E) (1) IF AN EMPLOYEE ENGAGES IN, INDUCES, INITIATES, OR RATIFIES A
31 STRIKE, THE COMMISSION MAY TAKE APPROPRIATE DISCIPLINARY ACTION AGAINST
32 THE EMPLOYEE, INCLUDING SUSPENSION OR DISCHARGE.

33 (2) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD A HEARING
34 ON THE DISCIPLINARY ACTION AT WHICH THE COMMISSION, THE EMPLOYEE, AND
35 ANY INTERESTED EMPLOYEE ORGANIZATION MAY PRESENT EVIDENCE AND
36 ARGUMENT.

37 (F) (1) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE
38 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS

1 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED A STRIKE
2 INVOLVING THE REFUSAL OF COMMISSION EMPLOYEES TO REPORT FOR WORK, THE
3 LABOR RELATIONS ADMINISTRATOR SHALL REVOKE THE CERTIFICATION OF THE
4 EMPLOYEE ORGANIZATION.

5 (2) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER PARAGRAPH (1)
6 OF THIS SUBSECTION MAY NOT BE RECERTIFIED FOR 2 YEARS AFTER THE END OF
7 THE STRIKE.

8 (3) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE
9 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS
10 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED ANY OTHER TYPE
11 OF STRIKE, THE LABOR RELATIONS ADMINISTRATOR MAY REVOKE THE
12 CERTIFICATION OF THE EMPLOYEE ORGANIZATION FOR UP TO 1 YEAR AFTER THE
13 END OF THE STRIKE.

14 11.5-113.

15 (A) IT IS AN UNFAIR LABOR PRACTICE FOR THE COMMISSION OR AN
16 EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE OF A
17 BARGAINING UNIT TO VIOLATE THE RIGHTS OF A COMMISSION EMPLOYEE UNDER
18 THIS SECTION.

19 (B) WITHIN 30 BUSINESS DAYS AFTER THE ALLEGED VIOLATION, THE PARTY
20 CHARGING AN UNFAIR LABOR PRACTICE SHALL SUBMIT THE CHARGE IN WRITING TO
21 THE LABOR RELATIONS ADMINISTRATOR AND THE PARTY ALLEGED TO HAVE
22 COMMITTED THE UNFAIR LABOR PRACTICE.

23 (C) WITHIN 15 BUSINESS DAYS AFTER AN UNFAIR LABOR PRACTICE CHARGE
24 IS SUBMITTED, THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL
25 REQUEST THE LABOR RELATIONS ADMINISTRATOR TO HOLD A HEARING AND
26 DECIDE WHETHER AN UNFAIR LABOR PRACTICE HAS OCCURRED.

27 (D) THE LABOR RELATIONS ADMINISTRATOR SHALL:

28 (1) CONDUCT THE HEARING;

29 (2) ISSUE A FINDING OF FACTS AND CONCLUSION OF LAW;

30 (3) ORDER THE PARTY CHARGED WITH THE UNFAIR LABOR PRACTICE
31 TO CEASE AND DESIST FROM THE PROHIBITED PRACTICE; AND

32 (4) ORDER ALL RELIEF NECESSARY TO REMEDY THE VIOLATION OF THIS
33 SECTION AND OTHERWISE TO MAKE WHOLE ANY INJURED EMPLOYEE OR EMPLOYEE
34 ORGANIZATION OR THE COMMISSION, IF INJURED, INCLUDING REINSTATEMENT,
35 RESTITUTION, BACK PAY, OR INJUNCTIONS NEEDED TO RESTORE THE EMPLOYEE,
36 THE EMPLOYEE ORGANIZATION, OR THE COMMISSION TO THE POSITION OR
37 CONDITION IT WOULD HAVE BEEN IN BUT FOR THE VIOLATION.

1 (E) THE LABOR RELATIONS ADMINISTRATOR MAY NOT ORDER PUNITIVE
2 DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES FOR EMOTIONAL DISTRESS, PAIN,
3 AND SUFFERING, OR ATTORNEY FEES FOR PURPOSES OF SATISFYING THE
4 PROVISIONS OF SUBSECTION (D)(4) OF THIS SECTION.

5 (F) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL
6 UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY, CAPRICIOUS, OR
7 EXCEEDING AUTHORITY.

8 (G) IF THE LABOR RELATIONS ADMINISTRATOR FINDS THAT THE PARTY
9 CHARGED WITH THE UNFAIR LABOR PRACTICE HAS NOT COMMITTED ANY
10 PROHIBITED PRACTICE, THE LABOR RELATIONS ADMINISTRATOR SHALL ISSUE AN
11 ORDER DISMISSING THE CHARGES.

12 (H) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE
13 EQUALLY THE COST OF ANY UNFAIR LABOR PRACTICE PROCEEDING.

14 (I) IF THE PARTY FOUND TO HAVE COMMITTED THE UNFAIR LABOR
15 PRACTICE FAILS OR REFUSES TO COMPLY WITH THE LABOR RELATIONS
16 ADMINISTRATOR'S DECISION IN WHOLE OR IN PART, THE CHARGING PARTY MAY
17 FILE AN ACTION TO ENFORCE THE ORDER WITH THE CIRCUIT COURT FOR THE
18 COUNTY IN WHICH ANY OF THE INVOLVED EMPLOYEES WORK.

19 11.5-114.

20 (A) THIS SUBSECTION APPLIES TO THE EXPRESSION OF ANY PERSONAL VIEW,
21 ARGUMENT, OR OPINION OR THE MAKING OF ANY PERSONAL STATEMENT WHICH:

22 (1) (I) PUBLICIZES THE FACT OF A REPRESENTATIONAL ELECTION
23 AND ENCOURAGES EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN THE
24 ELECTION;

25 (II) CORRECTS THE RECORD WITH RESPECT TO ANY FALSE OR
26 MISLEADING STATEMENT MADE BY ANY PERSON; OR

27 (III) INFORMS EMPLOYEES OF THE COMMISSION'S POLICY
28 RELATING TO LABOR-MANAGEMENT RELATIONS AND REPRESENTATION;

29 (2) CONTAINS NO THREAT OF REPRISAL, FORCE, OR PROMISE OF
30 BENEFIT; AND

31 (3) IS NOT MADE UNDER COERCIVE CONDITIONS.

32 (B) THE EXPRESSION OF ANY PERSONAL VIEW, ARGUMENT, OPINION, OR
33 STATEMENT DESCRIBED IN SUBSECTION (A) OF THIS SECTION DOES NOT
34 CONSTITUTE:

35 (1) AN UNFAIR LABOR PRACTICE UNDER THE PROVISIONS OF THIS
36 TITLE; OR

1 (2) GROUNDS FOR SETTING ASIDE ANY ELECTION CONDUCTED UNDER
2 THIS TITLE.

3 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be
4 construed to apply only prospectively and may not be applied or interpreted to have
5 any effect on or application to any collective bargaining agreement for the service,
6 labor, and trade unit as constituted on January 2, 2003 entered into by the
7 Washington Suburban Sanitary Commission and the American Federation of State,
8 County and Municipal Employees (AFSCME), AFL-CIO Council 67 and Local 2898
9 before the effective date of this Act. Furthermore, except as provided in § 11.5-106 of
10 this Act, nothing in this Act shall be construed to require AFSCME to withstand a
11 certification election to continue representing the employees in the bargaining unit it
12 currently represents.

13 ~~SECTION 3.~~ SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take
14 effect October 1, 2003, and shall apply to all bargaining cycles that begin after the
15 effective date of this Act.